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CDJ

**IN THE UNITED STATES DISTRICT COURT FOR
THE EASTERN DISTRICT OF PENNSYLVANIA**

Noble: Judah: Ali Bey

Plaintiff

Sharifah Natali Ali Bey

Plaintiff

v

WELLS FARGO BANK,NATIONAL
ASSOCIATION ON BEHALF OF
MORGAN STANLEY ABS CAPITAL
INC. TRUST 2005-WMC3

Defendant

*LAW FIRM OF PHELAN,HALLINAN &
SCHMEIG LLP.AND SEVENTEEN
LAW ASSOCIATES*

Defendant

**DEPRIVATION OF FEDERALLY
PROTECTED RIGHTS**

10 0044
**TITLE 42 USC 1983, 1985, 1986, & 1988
CONSPIRACY AGAINST RIGHTS
TITLE 18 USC 241 AND 242**

JURY TRIAL DEMANDED

INTRODUCTION

Now comes: the Defendant Noble Judah Ali Bey Isra'el hereinafter known as Ali-Bey" to place the State Court in the proper venue. Ali Bey is a Defendant of a Civil Action in Philadelphia Court of Common Pleas. The commencement took place on October 25th 2008 in case number **07-00740**, filed by the Phelan, Hallinan & Schmeig, LLP, council for the plaintiff hereafter known as Phelan, Hallinan & Schmeig, Law Firm. This matter is a RICO violation 18 et seq.U.S.C 1961,Fraud and other related Charges and no-answer Default Judgment. To be Granted on all matters associated herewithin.

COMPLAINT

On or about August 25,2009AD,we received a notice in the mail labeled
Tenant/Occupant at 256 Burmont Road Drexel Hill Pennsylvania 19026, the notice was for a sheriff sale

scheduled for November 20th 2009AD

On August 31, 2009AD via Certified Mail # **7006 0100 0006 7313 8217** we sent a Commercial Affidavit of Truth rules for administrative and maritime claims rules C(6) this affidavit in short was to make the parties that be aware of our status and jurisdiction in concert with subject matter the subject is the private property owned by a Foreign State see **Exhibit B,C, to violate a foreign state is an act of ,Treason 18u.s.c. Sec.4 Title 42 U.S.C. 242**, it is also stated in exhibit C that the Law Firm of Phelan Hallinan Schmeig LLP. And Wells Fargo Bank NA were engaged in conspiracy 18 USC 357,3623 In relationship to case to **Case # 081001105 see Exhibits A-K** in which they never responded, that means they agree and the statement's of fact are true.

On or about September 18, 2009AD via Certified Mail # **7007 0220 0004 0285 1013**, a notice of dishonor Commercial Affidavit of Truth Affidavit of Negative Averment, Opportunity to Cure and Counter Claim none of the 18 Facts were never answered or responded to, this is a Self -Executing Contract which meets they being Phelan Hallinan & Schmeig LLP., Wells Fargo and Stanley Morgan are in violation of Breach of **Contract see Exhibit D**.

On or about October 14, 2009AD via Certified Mail # **7008 1300 0000 2907 0942**, a notice of default and default judgment was sent to Phelan Hallinan & Schmieig LLP. and Wells Fargo for non response to notice of dishonor, All the charges are labeled second page of the affidavit, Estoppel by Acquiescence, **see Exhibit E**.

On or about November 9th 2009AD via Register Mail # **RB777753125US**, Affidavit of Negative Averment, Opportunity to Cure and Counterclaim was sent to WELLS FARGO BANK, NATIONAL ASSOCIATION ON BEHALF OF MORGAN STANLEY ABS CAPITAL 1 INC. TRUST 2005-WMC3 and LAW FIRM OF PHELAN, HALLINAN & SCHMEIG LLP. this document is related to the non response to the Notice of Default and 33 questions that were not answered. Related to Due process, conspiracy, Mail fraud under RICO See 18 U.S.C. 1961 Article 1V, Article V1 of the constitution of the United States of America. **See Exhibit F**.

On or about November 14, 2009AD this document was sent Noble Judah Ali Bey, Sharifah Natali Ali Bey with names that do not exist and a case number in which we are not familiar

with. In exhibit C Page 16 Topic Act of State regarding AKA, and jurisdiction/venue Defendant(s) have agree by Estoppel by Acquiescence, so this document marked exhibit G is non in void nor does the Deed make reference to such name or names .**See Exhibit G.**

On or about November 25, 2009 AD via Certified Mail # **7006 0100 0006 7312 3671**, a Commercial Affidavit of Truth in response to there document sent on November 16, 2009 AD in proper Legal description see **exhibit B** and copyright Infringement #2009030835 recorded in Delaware County, violation, Due process conspiracy, Mail fraud under RICO See 18 U.S.C. 1961 Article.

On or about November 25 2009 AD via Registered Mail # **RB777753085** Commercial Affidavit of Notice of Declaration and demand fair notice and warning of commercial grace .this document was a reminder of there non response and the action that is going to be levied against them, meaning, WELLS FARGO BANK, NATIONAL ASSOCIATION ON BEHALF OF MORGAN STANLEY ABS CAPITAL 1 INC. TRUST 2005-WMC3 and LAW FIRM OF PHELAN, HALLINAN & SCHMEIG LLP., see **Exhibit I.J.**

Acquiescence .So therefore, we asking the Court to grant final decree to plaintiff of no answer Default Judgment in full, or Jury Trial Granted and of Dismissal of case # **07-00740** and **Case # 081001105** .

CAVEAT

Further, pursuant to the Fair Debt Collection Practices Act, 15 U.S.C. SUB SEQ 1692 (g) (8), as you are merely an "agency" or board, acting on someone else's behalf, this is a demand that you provide me the name of the original "Principal" or holder in due course for whom you are attempting to collect this debt. Bring forth copies of your Delegation of Authority with its enacting clause, bearing The Seal of the Secretary of State as required. A Certified registration of being on record with the Attorney General's Office of the State of Tennessee, bring forth certified copies of solemn oath, fidelity bond, and or surety bond, formal delegation of authority and Corporate charter as required under code; Title 22 section 611 and 612, notice is hereby given to any attorneys - that according to Supreme Court case ruling in 1993 CHRIS CLEMONS VS JACKSON 988 Federal Report 2d 1314 where it was **STATED ATTORNEYS CANNOT ACT AS DEBT COLLECTORS.**

Pursuant to Fair Debt Collection Practices Act. 15 U.S.C. 55 1601, 1692 *et seq.* this constitutes timely

written notice that I decline to pay the attached erroneous purported debt which is unsigned and unattested and which I discharge and cancel in its entirety, without dishonor, on grounds of breach, false representation and fraud.

15 U.S.C. 1692 (c) states that a “false, deceptive, and misleading representation in connection with the collection any debt includes the false representation of the character or legal status of any debt and further makes any threat to take any action **that** cannot legally be taken a deceptive practice.”

Such Notice omits information which should have been disclosed, such as vital citations disclosing the agency’s jurisdictional and statutory authority. Said Notice further contains false, deceptive and misleading representations and allegations intended to intentionally pervert the truth for the purpose of inducing one, in reliance upon such, to part with property belonging to them and to surrender certain substantive legal and statutory rights. To act upon this Notice would divest one of his/her property and his/her prerogative rights, resulting in a legal injury.

Pursuant to 55 U.S.C. 1692 (g) (4) Validation of Debts, if you have evidence to validate your claim that the attached presentment does not constitute fraudulent misrepresentation and that on this alleged debt, that is a demand that, within 30 days, you provide such validation and supporting evidence to substantiate your claim. Until the requirement of the Fair Debt Collection Practices Act has been met and your claim is validated, you have no jurisdiction to continue any collection activities. Bring forth the material facts which were not disclosed in the agreement (“No Full Disclosure”) also the note with the signatures of the identifiable parties that created the note, and desist any and all collection activity and are prohibited from contacting me, the “Secured Party and holder in due course, via mail, by telephone, in person, at my domicile or at any work place, you are further prohibited from contacting my bank, or any third party, each and every attempted contact, in violation of this act, will constitute harassment and defamation of character will subject your agency, and board, and any and all agents in/his/her/their individual capacity, who take part in such harassment and defamation, to liability for actual damages, as well as statutory damages up \$100,000.00 for each and every violation and a further a liability for legal fees to be paid to any counsel which I may retain. Further, absent

such validation of such claim, you are prohibited from filing any notice of lien and/or levy and are also barred from reporting any derogatory credit information to any credit reporting agency regarding this disputed purported debt.

JURISDICTION AND VENUE

Violations of Defendant's Constitutional Rights by Plaintiffs Injure Defendant causing him Damages, Plaintiffs are Liable Under 42 U.S.C. 1983, 1985, 1986, and 1988. Commonly referred to as "section 1983" Bodin: 42 U.S.C. 1983 Hereinafter Defendants are therefore subject to liability. A state is not a person, but state officers can be sued in his official capacity for prospective or injunctive relief Ex Parte v. Young, 209 U.S. 123 (1908). Defendants State Officials, are sued in their individual and official capacity. Municipalities and local governments are persons subject to suit for damages and prospective relief, Monell v. Dept. of Social Services of New York 436 U.S. 658, 701 (1978).

FACTS

All of the Defendants are the "moving force" behind my deprivations Monell, 436 U.S. at 694. State Officials, Judges, Police Officers/Detectives take an Oath of Office to uphold and protect the U.S. Constitution. Therefore definition Federal Government, and State Officials, are or local to obey the U.S. Constitution and Statutes. To say otherwise would leave out Plaintiff as having no responsibility to the Constitution and having no access to a Court for redress of grievances to hear violations of their constitutional rights. It would also as a non-member, with no court to hear my claims. Which would be a violation of my rights by the court itself to deny me the opportunity of due process and equal protection. In addition to protection against deprivation of procedural due process. I Defendant wasn't served and wasn't aware of any legal notice pertaining to the actions. Noble: Judah Ali Bey-Isra'el had a right to expect that government and court officials would do their duty to protect me and my rights of my property. Instead, the defendants engaged in conduct that was "arbitrary, or conscience shocking, in a

constitutional sense". Collins v. City of Harker Heights, Texas, 503 U.S. 115, 128, (1992); Rymer v. Douglas County, 764 F.2d 796, 801 (11th Cir. 1985). Defendant alleges a "class based", invidiously discriminatory animus is behind the conspirators action as in this case is considered a legal claim entitling Plaintiff's to a jury trial. See An-Ti v. Michigan Tech University, 493 F. Supp. 1137. (Title 42 USC 1985)

MEMORANDUM OF LAW

This Claim through Federal Common Law is an action at Substantive Common Law, not in Equity, and is for the repair, maintenance, improvement or performance of an obligation of the herein described property and in relation to other properties as of Substantive Common Law, is distinguished from mere, "common law procedure". Lawyers and judges are misinformed to think, plead, rule or order that the substantive common law rights and immunities have been abolished in or any other state. Only "Common Law procedure" created by the chancel or/chancery has been abolished. That is to say, the "forms" of common law and equity were abolished, (Kimball v. McIntyre, 3 U 77, 1 P 167), or that the distinctions between the forms of common law and equity were abolished by Rule 2 of Civil Procedure (Donis v. Utah R.R., 3 U 218, 223 P 521). However, the abolition of mere form, does NOT affect nor diminish our SUBSTANTIVE (Common Law and Constitutional) Rights and immunities (USC 78-2-4,S.2) for substantive law, e.g. our UNALIENABLE Rights Immunities, and has not changed with the state's adoption of Rule 2, combining the courts form, remedial, ancillary adjective procedures, (see Bonding v. Nonatny, 200 Iowa, 227,202 N.W.588) for matters of substance are in the main the same as at substantive Common Law, (Calif. Land v. Halloran, 82U 267,17 P2d 209) and old terms (words and phrases describing law and substantive procedures) used in Common Law can NOT be ignored (O'Neill v. San Pedro RR, 38 U 475, 479, 114 P 127), the modifications resulting being severely limited in operation, effect, and extent (Maxfield v. West 6 U 379,- 24 P 98) for a total abolishment of even the purely equity or purely Common Law forms has NOT been realized, and must ever be kept in mind

(Donis v. Utah RR, supra.) Thus a right to establish a "Common Law Lien" is not, and was NOT dependent upon a statute or chancery rule for its creation as a remedy, and where the right to establish a "Common Law Lien" is a part of SUBSTANTIVE Common Law our right is antecedent to creation of the "state" or its chancery/procedure which right runs to time immemorial (Western Union v. Call, 21 SCt 561, 181 US 765) We must be sustained in our acts, mere chancery, equity having no jurisdiction so to counter: if the facts stated (see facts related to our "Common Law Lien") entitled litigant (Demandant) to ANY remedy or relief under SUBSTANTIVE LAW (supra), then he has stated good subject matter (cause of action)—and the Court MUST enter judgment in (our) favor—in so far as an attack on the sufficiency of (Demandant) leadings are concerned." (Williams v Nelson 45 U 255, 145 P 39; Kaun v McAllister, 1 U 273, affirmed 96 U 587, 24 LEd 615.)" For "although lawyers and judges have (in their ignorance) buried the Common Law, the Common Law rules us from the grave." (Koffer, Common Law Pleading, Intro.Ch.I, West 1969).

The general rule of the Common Law is expressly adopted by the United States Constitution and, remains in force in this state [Pennsylvania] and is the Law of the Land and by its operation can a allows the enforcement of a Common Law Lien on property in the absence of any specific agreement (see [Drumond v. Mills,(1898) 74 N.W.966; Hewitt v. Williams, 47 LaAnn 742, 17 So.269 (1894); Carr v. Dail, 19 S.E.235; McMahon v. Lundin, 58 N.W.827])The Magna Carta governs as well, retaining and preserving all rights antecedent thereto, which was restated in the (1) Massachusetts Bay Charter. (2) Massachusetts Constitution, and (3) the Federal Constitution, (modeled after the Massachusetts Constitution) after which the Texas and Arizona Constitution is modeled, all construed in pari materia, the State Constitution being a LIMITATION on the state's power (Fox v. Kroeger, 11 9 Tex 511, 35 SW2d 670, 77 ALR 663.), the Constitution acting prospectively - declaring rights and procedures for the future but NOT diminishing rights extant prior to establishment of the state (Grigsby v. Reib, 105 Tex 597, 153 SW 1124; Southern Pacific Co. v. Porter, 160 Tex 329, 331 SW2d 42), and no new powers contrary to our Common Law

Rights/Immunities were "granted" to the state. Common Law Liens at Law supersede mortgages and equity Liens (Drumons Carriage Co. v Mills (1898) 74 NW 966; Hewitt v. Williams 47 La Ann, 742,17 So.269; Carr v. Dail,19SE235; McMahon v. Lundin, "58NW 827) and may be satisfied only when a Court of Common Law is convened pursuant to an order of the **Elected Sheriff ,but not in this case JURY TRIAL DEMANDED** if need ,be or give no answer Default Judgment, in Plaintiff/Claimant, behalf. Such Common Law Court forbids the presence of any judge or lawyer from participating or presiding, or the practice of any Equity Law. The ruling of the U.S. Supreme Court in Rich v. Braxton, 158 US 375, specifically forbids judges from invoking equity jurisdiction to remove Common Law Liens or similar "clouds of title". Further, even if a preponderance of evidence displays the lien to be void or voidable, the Equity Court still may not proceed until the moving party has proven that he asks for, and has come "to equity" with "clean hands". (Trice v. Comstock, 570C. A646; West v. Washburn, 138NY Supp.230). Any official who attempts to modify or remove this Federal Common Law Lien is fully liable for damages. (U.S.Supreme Court; Butz v. Econcmou, 98 S.Ct.2894; Bell v. Hood, 327 US 678; Belknap v. Schild, 161 US 10; US v. Lee; Bivens v. 6 Unknown Agents, 400 US 862) Demand is hereby and herewith made upon all public officials under penalty of Title 42, United States Code, Section 1986, not to modify or remove this Lien in any manner. (This Lien is not dischargeable for **100** years and cannot be extinguished due to Claimant's death or by Claimant's heirs, assigns, or executors.) Any Order, Ad judgment, or Decree issuing from a Court of Equity operating against to interfere or remove this At-Law legal lien claim would constitute direct abrogation/deprivation of Claimant's Pennsylvania State and United States Constitutionally guaranteed Rights. This notice is given inter alia to preclude a Trial By Jury on the certain claim, and to provide for Default Judgment on the said certain Claim should Respondent admit "waiver all rigts" and refuse to call said court.

THIS SAID CLAIM/COMPLAINT IS DUE AT LAW: for as of for the repair, maintenance, improvement of the herein described property, and performance obligation. The symbol "\$" means

"dollar" as defined by the unrepealed (1792) U.S. Coinage Act, which is 371.25 grains of fine silver for each "dollar", (or) the equivalent in currency acceptable to claimant) and is that "Thing" mandated upon the State of Pennsylvania by Article 1:10:1, United States Constitution. demands all Common Law Rights at all times and in all places along with those rights guaranteed in the Magna Carta, Declaration of Independence, United States Constitution, and the Pennsylvania State Constitution. In Propria Persona, Proceeding Sui Juris ,Pro se. Affiant grants Respondent(10)Days, exclusive of the day of receipt to respond to the statements, claims and inquiries above. Failure to respond will constitute as an operation of law, the admission of Respondent by Tacit Procuration to the statements, claims and Answers to inquiries and shall be deemed Resjudicata, Stare Decisis. Failure to respond will constitute Promissory Estoppel, Collateral Estoppel, and Estoppel by Acquiescence resulting in Default Judgment by Estoppel. Involuntary Bankruptcy, Common Law/Commercial. This a case to be settled, not argued. Defendants have given up there rights in the previous affidavits/exhibits. The aforementioned charges are billing costs deriving from, but not limited to, Uniform Commercial Codes and Fair Debt Collection Practices Act and this contract. These charges shall be assessed against persons, governmental bodies, and corporate entities supra, or *any* combination thereof when they individually and/or collectively violate my natural and/or civil rights as an Moorish American by declaration and proclamation The aforementioned Constitution and/or the Honorable "Bill of Rights" establishes jurisdiction for you in your normal course of business. All violations against me, the undersigned, will be assessed per occurrence, per officer, representative, or agent of any agency that is involved in any unlawful action against me. By your actions, you shall lack recourse for all claims of immunity in *any* forum. Your officers' knowing consent and admission of perpetrating known acts by your continued enterprise is a violation of my rights. This Statute Staple Securities Instrument exhausts all state maritime article 1 administrative jurisdictions and protects my Article III court remedies

including but not limited to Title 42 U.S.C.A., Title 18 U.S.C.A., Title 28 U.S.C.A., and Title 18 U.S.C.,§ 242.BE WARNED, NOTICED, AND ADVISED that I rely upon, in addition to constitutional limits of the "Constitution for the united States of America" and/or the Honorable "Bill of Rights," governmental authority, the rights and protections guaranteed under Uniform Commercial Codes, common equity law, laws of admiralty, and commercial liens and levies pursuant to but not limited, to Title 42 (Civil Rights), Title 18 U.S.C.A. (Criminal Codes), Title 28 U.S.C.A. (Civil Codes), and additional Pennsylvania constitution penal codes, in as much as they are in compliance with the aforementioned Constitution and/or "Bill of Rights." There can be no violation of any of these laws unless there is a victim consisting of a natural, flesh and blood man or woman who has been damaged. When there is no victim, there is no crime or law broken. Unless this is rebutted within the time limit contained herein, and the conditions of the rebuttal are met, you, or any representative in any capacity of any agency, government, corporation, or the like, agree to abide by this contract anytime that you interact with me. I, Noble: Judah Ali Bey-Isra'el [Free man], the undersigned, am of lawful majority age, clear head, and sound mind. your actions, you shall lack recourse for all claims of immunity in *any* forum. Your officers' knowing consent and admission of perpetrating known acts by your continued enterprise is a violation of my rights. This Statute Staple Securities Instrument exhausts all state maritime article 1 administrative jurisdictions and protects my Article III court remedies including but not limited to Title 42 U.S.C.A., Title 18 U.S.C.A., Title 28 U.S.C.A., and Title 18 U.S.C.,§ 242.

FACTS OF IMPORTANCE

Silence means TACIT PROCURATION, all issues are deemed settled RES JUDICATA, STARE DECISIS and COLLATERAL ESTOPPEL and as a result, JUDGMENT BY ESTOPPEL and not subject to appeal or argument. Respondents may not argue, controvert, or otherwise protest the finality of the administrative findings in any subsequent process, whether administrative or judicial .**SILENCE IS ACQUIESCENCE, AGREEMENT, AND DEFAULT JUDGMENT THIS IS A SELF-**

EXECUTING CONTRACT, with the Defendants in which they have not honored. shall result with all actions described herein shall immediately be carried forth against others listed without prejudice to me thereby prevailing me the right to end this aggression with filings to the court with this document in support of. It is also mandatory that if Respondent(s) responds to the foregoing, it must be by delivering to Affiant's

CONCLUSION.

WHEREFORE ,Plaintiff(s) has an unusual and urgent case for this courts consideration. Petitioner has demonstrated a clear and indisputable right to relief and lacks other means to adequately redress the wrong or obtain the requested action of this court. Petitioner has cited many authorities relative to the inferior court's proceedings that show how jurisdiction must be established, and is required before proceedings in the above captioned case may continue. However late this objection has been made, or may be made in any cause, in an inferior or appellate court of the Unite States, it must be considered and decided, before any court can move one further step in the cause; as any movement is necessarily the exercise of jurisdiction" Rhode Island v. Massachusetts, 12 Pet. (37 U.S.) 657, 725 (1838).The Charging Instrument in the inferior court is invalid on its face because (i) the charging instrument must charge a violation of law as a jurisdictional prerequisite; (ii) the laws of Colorado must bear an enacting clause to be valid; and (iii) the statute charged in the instant case, CRS section 18-2-101, 18-4-401 and CRS section 18-5-102 including other statutes that have been added to at a later date, bears no enacting clause and is therefore not a valid Colorado law. The Charging Instrument must charge a valid law to afford the inferior court Subject Matter Jurisdiction. For the court to proceed with trial and make a judgment or sentence after such a jurisdictional challenge has been made, is simply an act of usurpation and treason.**Petitioner is a Sovereign State, and has sovereign immunity and exemption** (28 USC 1604, 1605) **from *foreign* jurisdiction**, including [*Democracy*] (that part of America ruled by local, state and federal government under a legislative *Democracy Form of Government* created by Congress pursuant to the 1787 *US Constitution*, Art. I, Sect. 8, Clause 17, but not a member of the "Union of States" united by and under the 1787

US Constitution; and also a federal municipal corporation of the District of Columbia not formed by the 1787 *US Constitution*). The jurisdiction for the United States [a *Democracy*] and political sub-divisions, is an area over which Congress exercises exclusive legislative jurisdiction and where the federal government exercises sovereignty. Sovereign State Citizens of the sovereign States under the *Law of the Land*, are outside legislative and territorial jurisdiction of the United States [a *Democracy*] government and its laws. As a Sovereign State Citizen (*Inhabiting a State of the Union* under a *Republican Form of Government*, 1787 *US Constitution*, Art. 4, Sect. 4), Petitioner is under the jurisdiction of the *Law of the Land* wherein Petitioner's natural rights within the *Republic*, and the foundational rights of the *Republic*, are conferred from God and not government, established forever, and they are incontrovertibly guaranteed in fundamental organic American law (1776 *Declaration of Independence*; 1777 *Articles of Confederation*; 1787 *US Constitution* including its *Preamble* and *Bill of Rights*; 1787 *Northwest Ordinance*). There is no showing on the record that an Article VI, Section 11 Judge is in attendance for the business being conducted at hand. There is no showing that any judge in attendance for the business at hand has paid the required bond or has an oath of office. There is no showing on the record that any lawfully established prosecuting attorney is in attendance for the business being conducted at hand. There is no showing that any prosecuting attorney in attendance for the business at hand has paid the required bond or has an oath of office. Until the alleged judge and alleged prosecuting attorney meet the above named requirements, and jurisdiction of the inferior court has been proven in writing to the one who demanded it, any decision or action of the inferior court regarding the alleged 'cause of action' are Void Judgments; any person or juristic entity acting, "although in good faith, is **nevertheless liable in civil action** and cannot claim immunity of the sovereign", *Cooper v. O'Conner, supra*.

DAMAGES

As direct and approximate result of Plaintiff's conduct, Ali Bey and family has continued to suffer, mentalanguish, mental, psychological and emotional distress. As a direct result of the Plaintiff's conduct. Defendant has incurred substantial costs and expenses incurred in the foreclosure fee's. Because the

Constitution does not directly provide for damages, Defendant must proceed under one of the civil rights statutes that authorizes and award of damages, for alleged constitutional violations. *Sanders v. Prentice-Hall Corp. Sys.* 178 F3d 1296 (6th Cir. 1999).

WHEREFORE, Plaintiff demands judgment against the Defendant jointly and severally, in an amount exceeding the Court's jurisdictional amount to be determined as well as the cost of pursuing this action, prejudgment, attorney fee's and any other relief which this Court deems just and proper. A jury trial is endorsed hereinafter.

Foot Note: Defendant's never answered any of the Affidavit(s)

BE WARNED, NOTICED, AND ADVISED ,this reference has been sent to Defendants that I rely upon, in addition to constitutional limits of the "Constitution for the united States of America" and/or the Honorable "Bill of Rights," governmental authority, the rights and protections guaranteed under Uniform Commercial Codes, common equity law, laws of admiralty, and commercial liens and levies pursuant to but not limited, to Title 42 (Civil Rights), Title 18 U.S.C.A. (Criminal Codes), Title 28 U.S.C.A. (Civil Codes), and additional Pennsylvania constitution penal codes, in as much as they are in compliance with the aforementioned Constitution and/or "Bill of Rights." There can be no violation of any of these laws unless there is a victim consisting of a natural, flesh and blood man or woman who has been damaged. When there is no victim, there is no crime or law broken. Unless this is rebutted within the time limit contained herein, and the conditions of the rebuttal are met, you, or any representative in any capacity of any agency, government, corporation, or the like, agree to abide by this contract anytime that you interact with me. I, Noble: Judah Ali Bey-Isra'el [Free man], the undersigned, am of lawful majority age, clear head, and sound mind. **By** your actions, you shall lack recourse for all claims of immunity in *any* forum. Your officers' knowing consent and admission of perpetrating known acts by your continued enterprise is a violation of my rights. This **Statute Staple Securities Instrument** exhausts all state maritime article 1 administrative jurisdictions and protects my Article III court remedies including but not limited to Title 42 U.S.C.A., Title 18 U.S.C.A., Title 28 U.S.C.A., and Title 18 U.S.C.,§ 242

JURAT

PHILADELPHIA COUNTY)

) ss

PENNSYLVANIA STATE)

On this the 30 Day of December 2009AD, before me, a Notary

Public the undersigned officer, personally appeared Noble: Judah Ali Bey-Isra'el and Sharifah Natali Ali Bey- Israel known to me (or satisfactorily proven to be the person(s) whose name subscribed to the within instrument(s) and acknowledged that he executed the same for the purposes herein contained, and affirm that the autograph signature of Noble Judah Ali Bey-Isra'el is true and correct

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Seal:

Noble Judah Ali Bey
Noble Judah Ali Bey

Sharifah Natali Ali Bey
Sharifah Natali Ail Bey

[Signature]
Notary Public

My commission expires:

Notarial Seal
Barbara Johnson, Notary Public
City of Philadelphia, Philadelphia County
My Commission Expires August 24, 2010
Member, Pennsylvania Association of Notaries



Treaty 1787

**Prime Minister, Noble, Judah: Ali Bey Israel,
In Propria Persona
c/o Non-Domestic (DMSM A010.1.2d), Foreign Mail near: 256 Burmont Road
Shaykamaxum-Drexel Hill, Pennsylvania republic
Without the US**

**DIPLOMATIC JUICIAL NOTICE
PEOPLE OF THE STATE OF PENNSYLVANIA
AND PEOPLE OF THE UNITED STATES OF AMERICA**

**Prime Minister,Judah Ali Bey Isra'el
This is nither a Motion nor Petition:**

AFFIDAVIT OF SPECIAL VISITATION

I Judah Ali-Bey.Isra'el . ~Declare that I am a Prime Minister of a foreign state in relation to the United States, and is Prime Minister of The Government of The Shield of Faith Embassy International Missions Established December 2002AD,in the State of Pennsylvania A Corporation Sole,therefore tribunals have no jurisdiction over me. Pursuant to Title 28 USC 1603(b), the Vienna Convention on Diplomatic Relations of April 18, 1961 and the Hague Convention of de October 5 1961. I am immune from the jurisdiction of the Courts of the United States and of the States .Immunity is recognized at the Public Law 94-583, 21 October 1976Statute 2891 codified In Title 28 USC § 1602 et seq; and Public Law1790,1 Statute At L. 117, chapter 9 codified in 22 USC § 252. It is provided that whenever any writ or process Is sued out or prosecuted by a person In any tribunal of the United States or of a state or by a judge or justice whereby the person of any Public Minister of a foreign jurisdiction, or any domestic or domestic servant of any such minister Is arrested or imprisoned or his/her goods or chattels are detained, seized, or attached, such writ or process shall be deemed void.

I,Judah Ali-Bey.Isra'el, Declare that whoever violates the immunity of a foreign state may be criminally sanctioned in accordance with Public Law 92-539 and Public Law 94-467. It is also provided that when ever a writ or process is sued out in violation of the above prohibition, every person by who the same is obtained or prosecuted, whether as a party or as a attorney or as solicitor, and every officer served in executing it, shall be deemed a violator of the laws of nations and as a disturber of the public repose, and shall be subject to the penalty provided by law. Reference Public Law 1948, chapter645,62 Statue 688 codified in 18 USC §

112, and Public Law 1871, chapter 1871, chapter 22 § 6, 17 Statute 15; codified In USC 42 §1986.I, Judah Ali-Bey declare that as a Public Minister I am neutral in Intinere status while temporarily domiciled within the United State sand the several States effectively invoking the protections of International Law as against the war powers administered by the United States Department of State. Affiant, who goes by the appellation Public Minister Noble Judah Ali-Bey Israel™(c), a living, breathing flesh-and-blood man under the laws of God, being of sound mind, and over the age of twenty-one, whose advocate is The Most High God, reserving all rights, being unschooled in law, and who has no bar attorney, is without an attorney, and having never been represented by an attorney, and not waiving counsel, knowingly and willingly Declares and Duly affirms, in accordance with law, in special visitation, in good faith, with no intention of delaying, nor obstructing, and with full intent for preserving and promoting the public confidence in the integrity and impartiality of the judiciary, that the following statements and facts, by special visitation in the matter(s) in re: All matters legal in nature and any matter relating to this, are of Affiant's own first hand knowledge, does solemnly swear, declare, and depose: that Affiant is competent to state the matters set forth herein; that Affiant has personal knowledge and belief of the facts stated herein are true, correct, complete, and certain. This declaration of facts is based on Affiant's own firsthand knowledge and belief, mark Affiant's words;

1. Affiant, goes by the appellation of Judah Ali-Bey Isra'el(c);Affiant is a living, moral being endowed with unalienable rights to life, liberty, property, papers and effects, and all substantive rights of Pennsylvania state.

2. Affiant, owns the name Noble Judah Ali-Bey(c) and the trade-name NOBLE JUDAH ALI-BEY(c), as well as any and all derivatives and variations in the spelling of said trade-name, and speaks only for Noble ALI-BEY(c), and is no other, and is surety for no other, and speaks for no person, juristic person, entity, individual, group, organization, association, voluntary association, joint-stock association, company, co-partnership, firm, order/ society, both aggregate and part of any aggregate/automatic aggregate/public utility aggregate, organized and incorporated/not incorporated, and is not misrepresenting Affiant, and has not duly granted, ratified, bargained for, gifted, sold, optioned, donated, and the like any power of appointment, special power of appointment, general power of appointment in trust, nor any general nor special franchise, nor elective franchise, of name, character, living body, and the like in favor of any other, for any consideration, including but not limited by any option/optioning, any promises, implied promise, successive promises, agreement, supposed agreement, fiction, forbearance, grace, creation, modification, destruction, and the like of a legal relation ,trade name, trademark, service mark, title, return promise, and the like, bargained for and given in exchange for a promise, privileges or benefits, reciprocity, and indemnity, mutual indemnification, any future interest, and the like.

3. Affiant, is a sovereign and takes up housekeeping in the geographic region known as Pennsylvania Republic.

4. Affiant, is neither a surety, nor an accommodation party, for any juristic person.

5. Affiant, neither granted WELLS FARGO BANK, NATIONAL ASSOCIATION ON BEHALF OF MORGAN STANLEY ABS CAPITAL1 INC. TRUST 2005-WMC3 or Phelan ,Hallinan & Schmieg LLP, permission for using, nor authorized any other corporation to use of, the name NOBLE JUDAH ALI-BEY(c),nor any other Ali Bey or Ali Bey-Isra'el also known by any and all derivatives and variations in the spelling of said name except "Noble J. ALI-BEY," at any time in this case without consideration for the use of said name.

6. Affiant, neither granted DELAWARE COUNTY SHERRIF'S OFFICE permission for using, nor authorized DELAWARE COUNTY SHERRIF'S OFFICE'S or any other municipality or Law Firm use of, the name NOBLE J. ALI-BEY(c), nor any other Ali Bey or Ali Bey-Isra'el also known by any and all derivatives and variations in the spelling of said name except" Noble J. ALI-BEY," at any time in this case without consideration for the use of said name.

7. Affiant, neither granted COUNTY OF DELAWARE permission for using, nor authorized COUNTY OF DELAWARE use of, the name NOBLE JALI-BEY(c), nor any other Ali Bey or Ali Bey-Isra'el also known by any and all derivatives and variations in the spelling of said name except "Noble J.ALI-BEY," at any time in this case without consideration for the use of said name.

8. Affiant, neither granted STATE OF PENNSYLVANIA permission for using, nor authorized STATE OF PENNSYLVANIA'S use of, the name NOBLE JUDAH ALI-BEY(c), nor any other Ali Bey or Ali Bey-Isra'el also known by any and all derivatives and variations in the spelling of said name except "Noble J ALI- BEY," at any time in this case without consideration for the use of said name.

9. Affiant, neither granted CIRCUIT COURT'S OF PENNSYLVANIA permission for using, grant to authorized UNITED STATES FEDERAL EASTERN DISTRICT COURT OF PENNSYLVANIA use of, the name NOBLE: JUDAH ALI-BEY TM(c), any other Ali Bey or Ali Bey-Isra'el also known by any and all derivatives and variations in the spelling of said name except "Noble J. ALI-BEY," at any time in this case without consideration for the use of said name.

10. Affiant, has sent all parties involved in this matter notice that Affiant's papers and effects are private property, and that Affiant's private papers and effects could not be used by any of the parties in any manner without consideration

11. Affiant, states: no commercial consensual encounter took place even if so construed by any of the parties, in any manner without consideration, for it was a mistake.

12. Affiant, disturbed neither the peace, nor the dignity, of County of Delaware, nor DELAWARE COUNTY, at any time.

13. Affiant, disturbed neither the peace, nor the dignity of State of Pennsylvania, nor STATE OF PENNSYLVANIA, at any time.

14. Affiant, neither disturbed the peace, nor the dignity, of United States, nor UNITED STATES, at any time.

15. Affiant neither disturbed the peace, nor the dignity, of United States of America, nor UNITED STATES OF AMERICA.

16. Affiant, Regarding any and all documents other than those initiated/put forth by Affiant, i.e. documents such as this Affidavit, Affiant states that any and all ink marks appearing within the signature space of any and all such documents re "ALL MATTERS LEGAL" do not comprise Affiant's signature, as Affiant's signature appears only where knowingly, willingly, and voluntarily executed following full disclosure of all terms and conditions of any and all contracts/commercial agreements, as well as all terms and conditions of any unrevealed contact/commercial agreement.

17. Affiant states that jurisdiction is neither conferred, nor implied, nor granted by Affiant re "ALL MATTERS LEGAL."

18. Currently Affiant is unjustifiably threatened by fraud, and irreversible harm accruing against Affiant.

19..All of the above-cited actions by the aforementioned trusted public servants are against the peace and dignity of Affiant. Any man ,as well as any woman, who intends rebutting this Affidavit of Noble: Judah Ali Bey Isra'el(c) shall do so in the manner of this Affidavit, by signing any such Affidavit using Spiritual name/baptismal name/name given at birth, given in upper-and lower-case format, not set in all-capital letters, being a fully liable, living, breathing man/woman, responsible/liable for everything that such man/woman says and does.

Any such Affidavit must be sent so as to be received by the notary public named at the address given above within Ten10 days, lest a judgment of "non pros" be obtained, with a notice claim of triple damages. "Non Pros" is an abbreviation of "non prosecutor", which is a judgment at common law entered when plaintiff at any stage of proceedings fails to prosecute his action or any part of it, in due time .Affiant, Noble J.ALI-BEY(c), Common Law trade name /trademark copyright(c) 2006(Approved and Certified by Philadelphia Court of Common Pleas), AND RECORDED in Delaware County Recorder of Deed's a living, breathing, flesh-and blood man, does swear and affirm on Affiant's own unlimited commercial liability, that Affiant has scribed and read the foregoing facts contained in this

Affidavit, and that, in accordance with the best of Affiant's firsthand knowledge and conviction, such are true, correct, complete and not misleading, the truth, the whole truth and nothing but the Truth WELLS FARGO BANK, NATIONAL ASSOCIATION ON BEHALF OF MORGAN STANLEY ABS CAPITAL1 INC. TRUST 2005-WMC3 or Phelan ,Hallinan & Schmieg LLP hereinafter "User," notice that alleged debtor, i.e. " Noble Ali-Bey," is a common-law-copyrighted trade name/trademark of Noble Judah Ali-Bey, hereinafter "Secured Party," and that any unauthorized use of NOBLE JUDAH ALI-BEY(c) by User constitutes copyright/trade name/trade-mark infringement, and all such use is strictly prohibited. All rights reserved re common-law copyright of trade-name/trade-mark, NOBLE JUDAH ALI-BEY(c) as well as any and all derivatives and variations in the spelling of said trade-name/trade-mark—Copyright(c) 2007 by Noble Judah Ali-Bey.

Said trade-name/trade-mark, NOBLE JUDAH ALI-BEY(c), may neither be used, nor reproduced, neither in whole nor in part, nor in any manner whatsoever, without the prior, express, written consent and acknowledgement of Noble Judah Ali-Bey as signified by the red-ink signature of Noble Judah Ali-Bey hereinafter "Secured Party." With the intent of being contractually bound, any juristic person ,e.g. WELLS FARGO BANK, NATIONAL ASSOCIATION ON BEHALF OF MORGAN STANLEY ABS CAPITAL1 INC. TRUST 2005-WMC3 or Phelan ,Hallinan & Schmieg LLP,as well as any agent and any principal of said juristic person, consents and agrees by this Affidavit of Special Visit, and Copyright Notice that neither said juristic person, nor any agent, nor any principal of said juristic person, shall display, nor otherwise use in any manner ,the common-law trade-name/trade-mark NOBLE JUDAH ALI-BEY(c), nor any derivative of, nor any variation in the spelling of, said trade-name/trade-mark, nor the common-law copyright described herein, without the prior, express, written consent and acknowledgment of Secured Party, as signified by Secured Party's signature in blue ink .

Secured Party neither grants, nor implies, nor otherwise gives consent for any unauthorized use of NOBLE JUDAH ALI-BEY™(c), and all such unauthorized use is strictly prohibited. Secured Party is not now, nor has Secured Party ever been, an accommodation party, nor a surety, for the alleged debtor, i.e. " NOBLE JUDAH ALI-BEY™(c)," nor for any derivative of, nor for any variation in the spelling of, said name,nor for any other juristic person, and is so-indemnified and held harmless by NOBLE JUDAH ALI-BEY™(c) -1]NON-NEGOTIABLE"; prevention against any and all claims, legal actions, orders, warrants, judgments, demands, liabilities, losses, depositions, summonses, lawsuits, costs, fines, liens, levies, penalties, damages, interests, and expenses whatsoever, both absolute and contingent, as are due and as might become due, now existing and as might hereafter arise, and as might be suffered by, imposed on, and incurred by NOBLE JUDAH ALI-BEY™(c) for any and every reason ,purpose, and cause whatsoever. Self-executing Contract/Security Agreement in Event of Unauthorized Use: By this Notice by Written Communication,

ALL WELLS FARGO BANK, NATIONAL ASSOCIATION ON BEHALF OF MORGAN STANLEY ABS CAPITAL1 INC. TRUST 2005-WMC3 or Phelan ,Hallinan & Schmieg LLP agents and assigns, hereinafter jointly and severally referenced as "User" in this paragraph, consent and agree that any use of NOBLE JUDAH ALI-BEY(c) other than authorized use as set forth above constitutes unauthorized use, counterfeiting, of Secured Party's common-law-copyrighted property, contractually binds User, renders this Notice by Written Communication a Security Agreement wherein User is debtor and Noble Judah Ali-Bey is Secured Party, and signifies that User:

(1) grants Secured Party a security interest in all of User's property and interest in property in the sum certain amount of \$10,000,000.00 per each occurrence, per person per violation, of use of Secured Party's common-law-copyrighted trade-name/trade-mark, NOBLE JUDAH ALI-BEY(c), as well as for each and every use of any and all derivatives of, and variations in the spelling of, said common-law trade-name/trade-mark, not excluding " Noble Judah Ali-Bey plus costs, plus triple damages;

(2) authenticates this Security Agreement wherein User is debtor and Noble Judah Ali-Bey is Secured Party, and wherein User pledges all of User's property, i.e. all: motor vehicles; aircraft; vessels; ships; trademarks; copyrights; patents; consumer goods; firearms; farm products; inventory; equipment; money; investment property; commercial tort claims; letters of credit; letter-of-credit rights; chattel paper; electronic chattel paper; tangible chattel paper; certificated securities; uncertificated securities; promissory notes; payment intangibles; software; health-car insurance receivables; instruments; deposit accounts; accounts; documents; livestock; real estate and real property—including all buildings, structures, fixtures, and appurtenances situated thereon, as well as affixed thereto; fixtures; manufactured homes; timber; crops; and as-extracted collateral, i.e. all oil, gas, and other minerals, as well as any and all accounts arising from the sale of these substances, both at wellhead and mine head; accessions, increases, and additions, replacements of, and substitutions for, any of the property described hereinabove in this paragraph; products, produce, and proceeds of any of the property described hereinabove in this paragraph; accounts, general intangibles, instruments, monies, payments, and contract rights, and all other rights, arising out of sale, lease, and other disposition of any of the property described hereinabove in this paragraph; proceeds, including insurance, bond, general intangibles, and accounts proceeds, from the sale, destruction, loss, and other disposition of any of the property described hereinabove in this paragraph; records and data in solving any of the property described hereinabove in this paragraph, such as in the form of a writing, photograph, microfilm, microfiche, tape, electronic media, and the like, together with all of User's right, title, and interest in all computer software and hardware required for utilizing, creating, maintaining, and processing any such records and data in any electronic media, and all of User's interest in all such foregoing property in this paragraph, now owned and hereafter acquired, now existing and hereafter arising, and wherever located, as collateral for securing User's contractual obligation in favor of Secured Party for User's unauthorized use of Secured Party's common-law-copyrighted property;

(3) consents and agrees that Secured Party may file a UCC Financing Statement wherein User is debtor and Noble Judah Ali-Bey is Secured Party, Principal

(4) consents and agrees that said UCC Financing Statement described above in paragraph "(3)" is a continuing financing statement, and further consents and agrees with Secured Party's filing of any continuation statement necessary for maintaining Secured Party's perfected security interest in all of User's property and interest in property pledged as collateral in Security Agreement described above in paragraph "(2)," until User's contractual obligation theretofore incurred has been fully satisfied;

(5) authorizes Secured Party's filing of any UCC Financing Statement, as described above in paragraphs "(3)" and "(4)," and the filing of any Security Agreement, as described above in paragraph "(2)," in the UCC filing office;

(6) consents and agrees that any and all such filings described in paragraphs "(4)" and "(5)" above are not, and may not be considered, bogus, and that User will not claim that any such filing is bogus; (7) waives all defenses; and (8) appoints Secured Party as Authorized Representative for User, effective upon User's default re User's contractual obligations in favor

of Secured Party asset forth below under "Payment Terms" and "Default Terms granting Secured Party full authority and power for engaging in any and all actions on behalf of User including, but not limited by, authentication of a record on behalf of User, as Secured Party, in accordance with Secured Party's sole discretion, deems appropriate, and, as regards any deposit account of any kind maintained with any bank in/under the name of User, and likewise any deposit account maintained with any bank in/under the Social Security Account Number of User, notwithstanding the absence of User's name as account-holder on any such deposit account maintained with any bank in/under the Social Security Account Number of User, grants Secured Party full authority and power for originating instructions for said deposit-account bank and directing the disposition of funds in said deposit account by acting as signatory on said deposit account without further consent of User and without liability, and User further consents and agrees that this appointment of Secured Party as Authorized Representative for User, effective upon User's default, is irrevocable and coupled with a security interest. User further consents and agrees with all of the following additional terms :Payment Terms: In accordance with fees for unauthorized use of Noble Judah Ali Bey(c)as set forth above, User hereby consents and agrees that User shall pay Secured Party all unauthorized-use fees in full within ten (10) days of the date

User is sent Secured Party's invoice, hereinafter "Invoice," itemizing said fees. Default Terms: In event of non-payment in full of all unauthorized-use fees by User within ten(10) days of the date Invoice is sent, User shall be deemed in default and (a) all of User's property and interest in property pledged as collateral by User, as set forth in above in paragraph "(2),"immediately becomes, i.e. is, property of Secured Party; (b) Secured Party is appointed User's Authorized Representative as set forth above in paragraph "(8)"; and (c) User consents and agrees that Secured Party may take possession of, as well as otherwise dispose of in any manner that Secured Party, in Secured Party's sole discretion, deems appropriate, including, but not limited by, sale at auction, at anytime following User's default, and without further notice, any and all of User's former property and interest in property formerly pledged as collateral by User, now property of Secured Party, in respect of this "Self-executing Contract/Security Agreement in Event of Unauthorized Use," that Secured Party, again in Secured Party's sole discretion, deems appropriate. Terms for Curing Default:

In event of default asset forth above under "Default Terms," User can cure User's default and avoid strict foreclosure of any remainder of User's former property that is neither in the possession of Secured Party, nor otherwise disposed of by Secured Party, only by tendering payment within twenty (10) days of User's default and only by payment in full of the balance of the sum certain amount owed by User, as noticed User in Invoice, that is not already paid by Secured Party's possession ,sale, liquidation, and the like of User's former property pledged as collateral for securing User's obligation. Terms of Strict Foreclosure: User's non-payment in full of all unauthorized-use fees itemized in Invoice within said twenty- (20) day period for curing default as set forth above under "Terms for Curing Default" authorizes Secured Party's immediate non-judicial strict foreclosure on any and all remaining property and interest in property formerly pledged as collateral by User, now property of Secured Party, which is not in the possession of, nor otherwise disposed of by, Secured Party upon expiration of said twenty-(20) day strict-foreclosure period. Ownership subject to common-law copyright and UCC Financing Statement and Security Agreement filed with the UCC filing office.

Record Owner: Noble Judah Ali-Bey, Autograph Common Law Copyright(c) 2007. Any unenforceable provision of this Notice by Written Communication is severed from this Notice by Written Communication, but every remaining provision continues in full force and effect and this Notice by Written Communication is deemed modified in a manner that renders this Notice by Written Communication in full force and effect. In all cases Secured Party continues without liability and is held harmless. Any prior communication, written document, and the like by and between User and Secured Party containing any mistake of Secured Party is invalidated thereby and of no force and effect, and may not be relied upon by User against Secured Party in this matter. No consent of any kind is granted nor otherwise given in any matter offered/alleged/asserted by User, and Secured Party withholds all consent. Secured Party will consider granting consent in favor of User only upon User's full disclosure of any and all consequences of any such granting of consent, accompanied by User's commensurate attendant liability for the veracity, relevance, and verifiability of any such disclosure, which liability is borne by User in the form of an authenticated Security Agreement, wherein User is debtor and Noble Judah Ali-Bey is Secured Party, that self-executes effective the moment of Secured Party's confirmation of any material inconsistency/deviation/discrepancy in the aforementioned resultant consequences avowed by User, as determined solely by Secured Party in Secured Party's sole discretion.

Alleged debtor, i.e. NOBLE JUDAH ALI-BEY, SHARIFAH NATALI ALI BEY and not by any other name.(c), does not take issue with the amount of any alleged debt; rather, alleged debtor asserts that: the alleged debt is not valid; Secured Party holds a claim/security interest greater than any claim alleged by User, a certified copy of which UCC Financing Statement evidencing such supreme claim and security interest is attached herewith, made fully part hereof, and included herein by reference; and, as stated above, Secured Party is neither a surety, nor an accommodation party, for alleged debtor, and may not be construed as functioning in such capacity under any circumstances. Further, this is a request for validation of any alleged debt and is not a request for a copy of any invoice, statement, bill, agreement, alleged agreement, contract, alleged contract, and the like, nor is it a request for an original copy of any notification of assignment, negotiation/transfer of rights, nor is it a request for an original copy of any other un-verified document/presentation referencing said alleged debt.

This request for validation of any alleged debt is a request for bona fide verification of the any alleged debt. In accordance with law, only duly sworn/affirmed affidavits, oaths, and depositions qualify as a verification of the lawful existence of a bona fide debt. Absent such verification that validates the alleged debt, and absent proof of a claim greater than that of Secured Party, User "fails to state a claim upon which relief can be granted." Wherefore, in accordance with the Fair Debt Collection Practices Act, effective immediately upon User's receipt of this Notice by Written Communication, User must cease all collection/prosecution efforts against alleged debtor, Secured Party, and Secured Party's secured private property.

User is hereby notified of the following Privacy Act Notice Privacy Act Notice This written Notice By Written Communication constitutes User's due process notice and opportunity for being heard. Absent compliance with all requirements set forth herein User is barred from using any defense of immunity from prosecution for User's actions, as well as the

actions of User's agents. By this Notice By Written Communication, User, as well as User's agents and principals, shall comply with the provisions of the Privacy Act of 1974, as lawfully amended, 12 U.S.C. § 3401, the Right To Financial Privacy Act of 1978, as lawfully amended, 5 U.S.C. § 552a, and the Third Party Summons Act, special procedures, 26 U.S.C. § 7609 as lawfully amended, for assisting Secured Party in keeping inviolate certain constitutionally protected privacy rights. By this Notice By Written Communication, User, as well as User's agents and principals, shall comply with this demand: User shall provide Secured Party with a copy of any express, written authorization from Secured Party whereby User is authorized for disclosing/revealing/divulging/sharing with any third-party, in any manner, as well as by any means of communication, any information, documentation, data, property, effects, and the like re alleged debtor, NOBLE JUDAH ALI-BEY(c), and likewise concerning Secured Party.

User's failure in providing said foregoing demanded authorization constitutes admission by User that User is in violation of the Privacy Act, as well as other laws. User possesses neither express, written authorization, nor consent, from alleged debtor, NOBLE JUDAH ALI-BEY(c), nor Secured Party, for using ,revealing/disclosing/divulging/sharing with any third party any secured information, documentation, data, property, effects, and the like of Secured Party .This Notice By Written Communication is binding upon every principal and agent re the subject matter set forth herein, and each principal and each agent is: (a) barred from providing any Credit Reporting Agency any derogatory credit information regarding the above alleged debt; (b) prohibited from contacting alleged debtor by mail, by telephone, as well as in person, both at alleged debtor's residence, as well as at alleged debtor's place of employment; and (c) prohibited from contacting any other third party regarding the above-referenced alleged debt until User establishes the existence of a superior claim, greater than that of Secured Party's, and until said alleged debt is verified as indicated above and alleged debtor is provided with any such verification.

Note: the Fair Debt Collection Practices Act at 15 USC §1692 et seq. states in relevant part that: "Adept collector may not use any false, deceptive, or misleading representation or means in connection with the collection of any debt," which includes "the false representation of the character, or legal status of any debt," as well as "the threat to take any action that cannot legally be taken," all of which constitute violations of law. Therefore, User, as well as any assignee, is prohibited from filing any lawsuit, notice of lien, notice of levy, and the like, as well as any other legal action against alleged debtor, as well as against any of Secured Party's secured private property, which is exempt from lien and exempt from levy. 15 U.S.C. § 1692e(8) states: "Communicating or threatening to communicate to any person credit information which is known or which should be known to be false, including the failure to communicate that a disputed debt is disputed, is a violation of § 1692e." Further, User's above-referenced written communication, if valid, constitutes an issue of public currency, and, alleged debtor hereby requests from User, in accordance with the fundamental principles of American jurisprudence and law, bona fide documentary evidence that Establishes the lawful basis for User's issue of said public currency and User's claim for payment of the alleged debt liability referenced within User's written communication issuing the public currency and stating the claim, i.e.: (a) bona fide identification of any person making request for payment by NOBLE JUDAH ALI-BEY(c), including a copy of said person's bona fide, handwritten, legible, and

notarized signature, and the thumbprint, from either hand, of said person making request for payment by NOBLE JUDAH ALI-BEY(c); (b) bona fide evidence of any said person's authority for making request for payment by NOBLE JUDAH ALI-BEY(c), if said person is acting on behalf of another; and (c) exhibition of the bona fide instrument, i.e., the bona fide commercial contract bearing the bona fide signature which supports User's demand for payment of alleged debt by WELLS FARGO BANK, NATIONAL ASSOCIATION ON BEHALF OF MORGAN STANLEY ABS CAPITAL1 INC. TRUST 2005-WMC3 or Phelan ,Hallinan & Schmieg LLP , that, operating publicly, establishes User's issue of public currency, allegedly collectable from any of: (i) alleged debtor; (ii) alleged debtor's assets, (iii) Secured Party; (iv) Secured Party's secured private property; and (d) positive law in support of User's written attempt at collecting alleged debt that, operating publicly, establishes User's issue of public currency collectable from any of: (i) alleged debtor; (ii) alleged debtor's assets, (iii) Secured Party; (iv) Secured Party's secured private property .

Alleged debtor and Secured Party can and will lawfully construe User's failure re complying with and satisfying essential requirements of the Fair Debt Collection Practices Act and the above four (4) requests, i.e. "(a)," "(b)," "(c)," and "(d)" in the paragraph immediately above, within a reasonable time, i.e. twenty-one (21) days, following User's receipt of this written communication, as User's self-invalidation of User's demand for payment. Verification of the alleged debt and satisfaction of the aforementioned four (4) specific requests must be duly sworn/affirmed in the form of one of the following: (a) affidavit; (b) oath; (c) deposition. Until the alleged debt is verified in accordance with the Fair Debt Collection Practices Act and said verification is sent alleged debtor and received by alleged debtor, each and every contact in violation of the Fair Debt Collection Practices Act constitutes harassment and defamation of character and makes User, as well as any and all agents and principals who take part in such harassment and defamation, a subject of liability for damages, as well as statutory damages, and legal fees, for each and every violation, in private capacity .User, WELLS FARGO BANK, NATIONAL ASSOCIATION ON BEHALF OF MORGAN STANLEY ABS CAPITAL1 INC. TRUST 2005-WMC3 or Phelan ,Hallinan & Schmieg LLP tacitly consents and agrees that, WELLS FARGO BANK, NATIONAL ASSOCIATION ON BEHALF OF MORGAN STANLEY ABS CAPITAL1 INC. TRUST 2005-WMC3 or Phelan ,Hallinan & Schmieg LLP has a duty for preventing this alleged account from damaging both alleged debtor and Secured Party, and further consents and agrees that alleged debtor and Secured Party each reserve the right for initiating a counterclaim, as well as a claim, against any of the following: WELLS FARGO BANK, NATIONAL ASSOCIATION ON BEHALF OF MORGAN STANLEY ABS CAPITAL1 INC. TRUST 2005-WMC3 or Phelan ,Hallinan & Schmieg LLP " guarantor; any of "Sitting Judges' s" principals, agents, and assignees whose act(s)/omission(s) results in either of the following: (a) tort damages against alleged debtor; (b) tort damages against Secured Party. Due process of law is guaranteed both alleged debtor and Secured Party and is codified at 18 USC §§ 1581, 242, 241, 4, at 15 USC § 1692, and elsewhere. The attached written communication is Respondent's response re User's attempt, via written communication, in collecting an alleged debt. This Affidavit is dated: the 28 Day of the Twelfth Month in the Year of Our Lord Two Thousand Nine. Now therefore; by virtue of the authority vested in me as Public Minister, I consent therewith, on the date first above written;

NOTICE TO PRINCIPALS IS NOTICE TO AGENTS. NOTICE TO AGENTS IS NOTICE TO

PRINCIPALS. DATED: **WITNESS** my hand this 28 day of December In the year of Our Lord 2009 AD

"Without Prejudice" UCC 308

By: Prime Minister Judah Ali Bey Isra'el Prime Minister, Judah Ali-Bey Isra'el **UCC 107-4** International Registration Apostille #**200931990**. All rights reserved. Autograph Common Law Copyright™(c) 2006 by **NOBLE JUDAH ALI BEY** All Rights Reserved. No part of this Autograph Common Law Copyright name may not be USED, nor reproduced in any manner, without prior, express, written consent and acknowledgment of Secured Party as signified by Secured Party's signature in Blue ink. Unauthorized use of "Noble Judah Ali-Bey" incurs same unauthorized-use fees as those associated with, **SHARIFAH NATALI ALI BEY NOBLE JUDAH ALI-BEY™(c)**, as set forth under "Self-executing Trade name Copyright Agreement. "Unauthorized Use" shall be deemed an Infringement causing legal suit in the amount of **(\$10,000,000.00)** per unauthorized use.

STATE OF PENNSYLVANIA)
) (s)
COUNTY OF PHILADELPHIA)

On this 28 day of December, 2009AD, before me, the undersigned Notary Public in and for the State of Pennsylvania, appeared to me on this basis of satisfactory evidence, to be the same whose signature appears within instrument and acknowledged tome that he executed it. Witness my hand official seal:

/s/ [Signature] NOTARY PUBLIC

Seal:

Notarial Seal
Barbara Johnson, Notary Public
City of Philadelphia, Philadelphia County
My Commission Expires August 24, 2010
Member Pennsylvania Association of Notaries
My Commission Expires:

Foot Note: The words Special Visitation Black's Law Dictionary Third Edition page 665,762